



Shapiro, DiCaro & Barak, LLC

Attorneys at Law

One Huntington Quadrangle, Suite 3N05
Melville, New York 11747
Tel: (631) 844-9611 • Fax: (631) 844-9525

Partners:

Gerald M. Shapiro (admitted in FL, IL)
David S. Kreisman (admitted in IL)

Managing Partners:

John A. DiCaro (NY)
Shari S. Barak (NY)

March 19, 2020

Chambers Hon. Elizabeth S. Stong
United States Bankruptcy Court
271 Cadman Plaza East
Brooklyn, NY 11201

RE: Sean M. Murray
Chapter 7
Bankruptcy Case Number: 17-44157
Adversary Case Number: 18-01141
SD&B File Number: 18-069932

Dear Judge Stong;

This firm represents Specialized Loan Servicing, LLC (“SLS”), a secured creditor of the Debtor with respect to the coop apartment located at 3521 79th Street, Apt 4E, Jackson Heights, NY 11372 (the “Property”), in the above referenced Adversary Proceeding.

At the initial hearing on SLS’ motion for summary judgment, which took place on February 24, 2020, the Court directed counsel to file a redacted copy of the confidential settlement agreement.

The redacted confidential settlement agreement was filed in the bankruptcy case at ECF number 114, and is annexed hereto as **Exhibit “A”** in compliance with the Court’s direction at the February 24, 2020 hearing.

Very truly yours,

/s/ Robert W. Griswold
Robert W. Griswold

Enclosures

Additional Office Location:

175 Mile Crossing Boulevard, Rochester, New York 14624 | Tel: (585) 247-9000 | Fax: (585) 247-7380

www.LOGS.com/shapiro_dicaro_barak

Exhibit “A”

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re: _____ X

Sean M. Murray

Case No. 17-44157 (ESS)

Chapter 7

Debtor. _____ X

**CONFIDENTIAL SETTLEMENT AGREEMENT, RELEASE OF LIABILITY,
AND COVENANT OF NON-DISCLOSURE**

WHEREAS, Mr. Sean M. Murray (henceforth "Mr. Murray") maintains an address of P.O. Box 1110 Albany, NY 12201-1110 and is assigned social security number ending in ...8657, and

WHEREAS, Mr. Murray filed bankruptcy case designated as Case No. 17-44157-ess (henceforth the "Bankruptcy Case") filed in the United States Bankruptcy Court for the Eastern District of New York, and Mr. Murray is the owner of shares and is the proprietary lessee in relation to a cooperative apartment commonly known 3521 79th Street, Unit 4 E, Jackson Heights, NY 11372 with said shares being part of the bankruptcy estate in the Bankruptcy Case, and

WHEREAS, Mr. Murray having filed the following motions seeking entry of orders to show cause within the Bankruptcy Case and said motions shall henceforth be known collectively herein as "Motions for Orders to Show Cause":

Docket No. 43: Application for an Order to Show Cause

Docket No. 67: Application for and Order to Show Cause

Docket No. 74: Application for an Order to Show Cause

WHEREAS, the above Motions for Orders to Show Cause seek relief including but not limited to sanctions and contempt against Gross Polowy, LLC, attorneys associated with Gross Polowy, LLC, and Specialized Loan Servicing, LLC, and

WHEREAS, Mr. Murray, Gross Polowy, LLC, and Specialized Loan Servicing, LLC desire to enter this Settlement Agreement, Release of Liability, and Non-Disclosure Agreement (henceforth the "Settlement Agreement"), and

WHEREAS, in consideration _____

_____ Mr. Murray hereby provides the following covenants, undertakings, waivers, and releases:

1. Mr. Murray, by signature on this Agreement confirms _____ as consideration for the contents of this Settlement Agreement and the covenants, undertakings, waivers, and releases contained herein.

2. Mr. Murray by signature on this Settlement Agreement hereby forever releases and discharges Gross Polowy, LLC, its shareholders and employees including but not limited to attorneys associated with Gross Polowy, LLC, and Specialized Loan Servicing, LLC its employees, shareholders, agents, and insured (henceforth the "Released Entities and Individuals"), from any and all legal or any other form of liability to which Mr. Murray can or might claim rights to based on any action or inaction by the Released Entities and Individuals as they relate all allegations of wrongdoing, claims, suits, causes of action, rights, demands, costs, expenses, losses, damages of any kind, as set forth in the Motions for Orders to Show Cause, including allegations of violations of the bankruptcy automatic stay, violations of the bankruptcy discharge injunction, contempt of court, actions in bad faith, and violations of the loss mitigation order dated April 10, 2018, by the Released Entities and Individuals.
3. Mr. Murray warrants and represents that he is the sole owner of and has not assigned or otherwise transferred any of the claims released in this Settlement Agreement, and that he will indemnify and hold harmless Released Entities and Individuals against any such assignment or transfer.
4. The representations and releases in this Settlement Agreement are binding on Mr. Murray and his heirs, successors, and assigns.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America including but not limited to the United States Bankruptcy Code, and the laws of the State of New York.
6. Mr. Murray represents, covenants and agrees that that the contents of this Agreement including the document itself shall be held confidential and that he will not make any disclosure whatsoever of the terms or this agreement or disclose this document itself, and that he will indemnify and hold harmless the Released Entities and Individuals against any such disclosure and compensate them jointly and severally for any losses related to any breach of this covenant or disclosure of the contents of this Agreement or this document itself.
7. Concurrent with this agreement, Mr. Murray shall execute the document attached hereto as **Exhibit "A"** captioned as "STIPULATION AND ORDER WITHDRAWING APPLICATIONS FOR ORDERS TO SHOW CAUSE AS TO GROSS POLOWY, LLC, ATTORNEYS ASSOCIATED WITH GROSS POLOWY, LLC AND SPECIALIZED LOAN SERVICING, LLC" which upon full execution shall be filed by Gross Polowy, LLC with the United States Bankruptcy Court for the Eastern District of New York in case No. 17-44157-ess.
8. By entering into this Settlement Agreement, none of the parties hereto admit any fault or wrongdoing in connection with the Motions for Orders to Show Cause or

the factual allegations or legal issues raised therein, and nothing herein shall be construed as an admission of any liability, wrongdoing, or merits of any claims or defenses asserted with respect thereto.

9. Gross Polowy, LLC by signature affixed herein represents that it has full authority to enter into this Settlement Agreement on behalf of itself, its employees and shareholders and its client Specialized Loan Servicing, LLC.

SEAN M MURRAY
Sean M. Murray

Uniform Certificate of Acknowledgment:

State of New York)
County of _____)

On the 26 day of October in the year 2018 before me, the undersigned, personally appeared Sean Murray personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOSEPHINE BOURNE
Notary Public, State of New York
No. 04BO6325374
Qualified in Kings County
Commission Expires May 26, 2019

Josephine Bourne
Signature and office of individual taking acknowledgment

Gross Polowy, LLC as counsel to Gross Polowy, LLC, attorneys associated with Gross Polowy, LLC and Specialized Loan Servicing, LLC

Adam Gross
By Adam Gross, Esq. Partner

Uniform Certificate of Acknowledgment:

State of New York)
County of Nassau)

On the 25th day of October in the year 2018 before me, the undersigned, personally appeared Adam Gross, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOHN MUNNELLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6208708
Qualified in Nassau County
My Commission Expires July 06, 2021

John Munnelly
Signature and office of individual taking acknowledgment

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re: X

Sean M. Murray

Case No. 13-42618 (ESS)

Chapter 7

Debtor.

X

**STIPULATION AND ORDER WITHDRAWING APPLICATIONS FOR ORDERS TO
SHOW CAUSE AS TO GROSS POLOWY, LLC, ATTORNEYS ASSOCIATED WITH
GROSS POLOWY, LLC AND SPECIALIZED LOAN SERVICING, LLC**

WHEREAS, on August 10, 2017 the Debtor Sean M. Murray (the “**Debtor**”) instituted this Chapter 7 case (the “**Bankruptcy Case**”) via the filing of a petition (ECF Docket No. 1);

WHEREAS, on December 8, 2017 Debtor received a discharge (ECF Docket No. 8), and

WHEREAS, the **Debtor** having filed the following motions seeking the entry of Orders to Show Cause:

Docket No. 43: Application for an Order to Show Cause
Docket No. 67: Application for and Order to Show Cause
Docket No. 74: Application for an Order to Show Cause

and the above motions shall henceforth be collectively known as **Motions for Orders to Show Cause**, and

WHEREAS, the **Debtor**, Gross Polowy, LLC, and Specialized Loan Servicing, LLC have engaged in good faith settlement discussions to resolve the **Motions for Orders to Show Cause**, and

WHEREAS, the **Debtor**, Gross Polowy, LLC, Specialized Loan Servicing, LLC have contemporaneously herewith entered into a confidential settlement agreement (the “**Settlement Agreement**”), resolving the **Motions for Orders to Show Cause**, the effectiveness of which is subject to this Court approving this stipulation; and

WHEREAS, the **Settlement Agreement** provides, among other things, for the filing of this stipulation withdrawing the **Motions for Orders to Show Cause** as to Gross Polowy, LLC, attorneys associated with Gross Polowy, LLC and Specialized Loan Servicing, LLC with prejudice

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED AND ORDERED THAT:

1. This Court has jurisdiction over these proceedings and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334 and this Court shall retain jurisdiction to enforce the terms of this stipulation and order and any agreement executed in connection herewith.
2. None of the parties hereto admit any fault or wrongdoing in connection with the **Motions for Orders to Show Cause** or the factual allegations or legal issues raised therein, and nothing herein shall be construed as an admission of any liability, wrongdoing, or merits of any claims or defenses asserted with respect thereto.
3. The terms of the **Settlement Agreement** shall not be disclosed, reproduced, published or disseminated for any purpose and shall be kept confidential by the parties.
4. The **Motions for Orders to Show Cause** are hereby withdrawn with prejudice as they relate to Gross Polowy, LLC, all attorneys associated with Gross Polowy, LLC including but not limited to Dennis Jose, Esq., Deborah Turofsky, Esq., Ehret Van-Horn, Esq., and Specialized Loan Servicing, LLC

Sean M. Murray, Debtor

SEAN M. MURRAY Dated 10/26/18
By Sean M. Murray

Gross Polowy, LLC as counsel to Gross Polowy, LLC and all its associated attorneys and Specialized Loan Services, LLC

[Signature] Dated 10/26/18
By Dennis Jose, Esq.
Gross Polowy, LLC
900 Merchants Concourse, Suite 412
Westbury, NY 11590
716 204 1781